



**Commonwealth of Virginia
Virginia Information Technologies Agency**

PAGING SERVICES CONTRACT

DATE.....April 27, 2005

CONTRACT NUMBER.....VA-041215-AWCI

CONTRACT PERIOD.....December 15, 2004 – December 14, 2006

AUTHORIZED USERS.....All Public Bodies

SUPPLIER.....Aquis Wireless Communications, Inc.
1719A Route 10, Suite 300
Parsippany, NJ 07054

SUPPLIER CONTACT.....Jackie Cherry
Phone: 703-448-3255
Email: JCherry@AquisCommunications.com

ORDERING CONTACT PERSON.....Don Spangler, VITA
(804) 371-8538

TECHNICAL CONTACT PERSON.....Paul Hoppes, VITA
(804) 371-5580

BILLING CONTACT PERSON.....David Boykin, VITA
(804) 225-4312

CONTRACT CONTACT PERSON.....Joe Parr, VITA
(804) 371-5991

MANDATORY: This contact is a Telecommunications Services contract and is Mandatory for State Agencies unless an exception is authorized in writing by the Director, Telecommunications, VITA.

NOTE: The vendor will bill VITA directly for all paging service. VITA will be responsible for billing and collecting from individual user agencies.

NOTE: Updates to this contract will be posted on the internet at the following address:
<http://www.vita.virginia.gov/procurement/contracts.cfm>

NOTE: Coverage maps are available on the above referenced SCM website or may be obtained by faxing a Request to SCM at (804) 371-5969.

CONTRACT #VA-041215-AWCI
EXTRACT CHANGE LOG

[illegible]

**MODIFICATION #1
TO
CONTRACT NUMBER VA-041215-AWCI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
AQUIS WIRELESS COMMUNICATIONS, INC.**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and AQUIS WIRELESS COMMUNICATIONS, INC., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-041215-AWCI, as modified.

Reference: Contract VA-041215-AWCI, Page 4 of 13 Pages, Paragraph 11 entitled "Modifications"

Both of the above referenced parties agree to the following revisions and / or additions to the contract:

1. An un-retuned pager (UNR) is considered to be "lost" after ninety (90) days and the standard "lost" pager fees as defined in the Agreement shall be charged to the Commonwealth. If the un-retuned pager is then found and returned to the Contractor, a \$10.00 restocking fee shall be paid to the Contractor. The Contractor shall credit the standard "lost" pager fee for the returned pager back to the commonwealth.
2. The Contractor shall provide an "800" number at no charge for any pager where a local number is not available.
3. The following options are hereby added to the Agreement. Cost for the option is per pager per month:

| Option | Description | Price |
|--------------------------------------|---|------------------------------|
| Extended Alpha/Text Character length | Data lengths: 80 120 240 | Included \$0.75 \$1.25 |
| DataMail | Stores the previous ten messages. Available 24/7. Via touch-tone phone, resend messages to your pager or replay numeric messages. | \$1.75 |
| DataMail Plus | Includes all of the features of DataMail plus: Message sequencing – assigns every page a sequential number | \$2.50 |
| Message Manager | Includes all DataMail Plus features plus Voice mail with 60 second message, personalized greeting and page Forwarding | \$4.95 |
| Repeat Page | Sends every page twice automatically | \$1.00 |

| | | |
|---------------------------|--|--------|
| Page until Pickup | Messaging system continually page via voice mail every fifteen minutes for up to five hours. | \$1.50 |
| Cascade Page until Pickup | Incoming pages cascade from one pager to another until page is answered. The page cascades through the distribution list one at a time. You must be subscribed to message Manager or basic voice mail to use this service. | \$1.75 |
| Pass Code Protect | Requires that a pass code must be entered prior to allowing a page to be sent to a pager or group of pagers. | \$1.00 |

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-041215-AWCI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

AQUIS WIRELESS COMMUNICATIONS, INC.

BY: _____

NAME: Jackie W. Cherry

TITLE: Region V.P.

DATE: 4-26-05

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Joe A. Parr

TITLE: Senior Sourcing Specialist

DATE: 4/26/05



SUPPLY CHAIN MANAGEMENT (SCM)

SOLICITATION - OFFER -and- AWARD

Information Technology / Telecommunications Products and/or Services Invitation for Bid (IFB)

| Contract #: | IFB #: | Date Issued: | Date Due: | APR #: | Approval #: |
|---|-----------|--------------|---|--------|-------------|
| VA-041215-AWCI | 2004-041R | 9-Nov-04 | 1-Dec-04 | 200 | |
| For Information, please e-mail or call: Joe Parr: joe.parr@vita.virginia.gov, -or- (804) 371-5991 | | | | | |
| ISSUING OFFICE: Virginia Information Technologies Agency Supply Chain Management Directorate 110 S. 7th Street, East Lobby Richmond, VA 23219-9300 | | | SHIP TO: Virginia Information Technologies Agency 110 South 7th Street Richmond, VA 23219 ATTN: Stuart Thacker | | |

SOLICITATION

Sealed Bids for furnishing the Products and Services set forth in the schedule, will be returned to the Issuing Office. Please provide an original and 0 copies. If hand carried, deliver to the SCM receptionist located in the East Lobby of the address indicated. Bids must be received prior to 2:00 PM local time on the Date Due indicated above.

Please read and understand the attached Solicitation Instructions.

This is an advertised solicitation consisting of (1) the Schedule of Products and/or Services, pages 2 through 12; (2) the Solicitation Instructions, pages S-1 Through S-3; and (3) the Mandatory Contractual Terms and Conditions, pages C-1 through C-13; and other provisions, representations, certifications or specifications as are attached or incorporated herein by reference. Bids will be publicly opened at: 2:10 p.m., local time Dec 1, 2004, in the SCM Conference Room, 110 South 7th Street, Lobby Floor.

Issued by:

Joe A. Parr, Senior Sourcing Consultant
SCM Integrated Sourcing

Joe A. Parr
Signature

OFFER

In compliance with the Terms and Conditions set forth in this solicitation, the undersigned agrees, if this offer is accepted within 90 days from the date due above, to furnish any or all Bid Items awarded at the prices offered in the Schedule, delivered to the Ship To address above within the time specified in the Schedule.

| | |
|--|---|
| CONTRACTOR'S FIN: 04-3393245 Co. Name: <u>AGUIS WIRELESS COMMUNICATIONS, INC.</u> Address: <u>1719 A Route 10, Suite 300</u> City/State/ZIP: <u>PARSIPANNY, New Jersey 07054</u> Signature: <u>Jackie W. Cherry</u> Print Name: <u>Jackie W. Cherry</u> Title: <u>BVP</u> E-mail: <u>J.Cherry@AguisCommunications.com</u> VOICE# / FAX#: <u>703-448-3255 (F)</u> <u>703-448-3260 (A)</u> | BILL TO: Virginia Information Technologies Agency 110 South 7th Street Richmond, VA 23219 ATTN: Accounts Payable |
|--|---|

AWARD

| | | |
|--|--------------------------|--------------------|
| Accepted as to Bid Item numbers: | AMOUNT: | AWARD DATE: |
| 1-5, 86-91, 94, and 95 | Per Order | 12/15/04 |
| Commonwealth's Representative: | COMMONWEALTH of VIRGINIA | PAGE: |
| Joe A. Parr, Senior Sourcing Consultant | By: <i>Joe A. Parr</i> | 1-of-12 |

| | A. Nationwide Paging Services | | | | |
|-----|--|----|------|------|------|
| 1. | Digital Paging Service <i>(reseller Metrocell)</i> | 20 | Each | 1790 | 4296 |
| 2. | Alphanumeric Paging Service | 10 | Each | 2970 | 3564 |
| 3. | Service Connection Charges (if any) <i>overcalls 200 free ; \$.10 overcalls</i> | 30 | Each | 0 | 0 |
| 4. | Replacement of Digital Paging Device <i>overcalls 150 free ; \$.25 per overcalls</i> | 1 | Each | 20 | 20 |
| 5. | Replacement of Alphanumeric Paging Device | 1 | Each | 49 | 49 |
| | Total Evaluated Cost (Items 1 – 5) | | | | 7929 |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange information for this area | | | | |
| | | | | | |
| | B. Statewide Paging Services | | | | |
| | <i>AQUIS 152.63 MHz</i> | | | | |
| 6. | Digital Paging Service (unlimited pages) | 20 | Each | 375 | 900 |
| 7. | Alphanumeric Paging Service (unlimited pages) | 10 | Each | 810 | 972 |
| 8. | Service Connection Charge (if any) | 30 | Each | 0 | 0 |
| 9. | Replacement of Digital Paging Device | 1 | Each | 20 | 20 |
| 10. | Replacement of Alphanumeric Paging Device | 1 | Each | 49 | 49 |
| | Total Evaluated Cost (Items 6 – 10) | | | | 1941 |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange information for this area | | | | |
| | | | | | |
| | C. Paging Services for the Northern Virginia Area | | | | |
| | <i>AQUIS 152.63 MHz</i> | | | | |
| 11. | Digital Paging Service (unlimited pages) | 20 | Each | 375 | 900 |
| 12. | Alphanumeric Paging Service (unlimited pages) | 10 | Each | 810 | 972 |
| 13. | Service Connection Charge (if any) | 30 | Each | 0 | 0 |
| 14. | Replacement of Digital Paging Device | 1 | Each | 20 | 20 |

| | | | | | |
|-----|--|----|------|----|---------------------|
| 15. | Replacement of Alphanumeric Paging Device | 1 | Each | 49 | |
| | | | | | |
| | Total Evaluated Cost (Items 11 – 15) | | | | 1941 |
| | | | | | |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange | | | | |
| | Information for this area | | | | |
| | | | | | |
| | | | | | |
| | D. Paging Services for the Bristol Area | | | | |
| | reseller Metrocall | | | | |
| 16. | Digital Paging Service (unlimited pages) | 20 | Each | | 1428 |
| | overcalls 200 free ; \$.10 overcalls | | | | |
| 17. | Alphanumeric Paging Service (unlimited pages) | 10 | Each | | 1212 |
| | overcalls 150 free ; \$.25 overcalls | | | | |
| 18. | Service Connection Charge (if any) | 30 | Each | | 0 |
| | | | | | |
| 19. | Replacement of Digital Paging Device | 1 | Each | | 20 |
| | | | | | |
| 20. | Replacement of Alphanumeric Paging Device | 1 | Each | | 49 |
| | | | | | |
| | Total Evaluated Cost (Items 16 – 20) | | | | 2709 |
| | | | | | |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange | | | | |
| | Information for this area | | | | |
| | | | | | |
| | | | | | |
| | E. Paging Services for the Grundy/Richlands Area | | | | |
| 21. | Digital Paging Service (unlimited pages) | 20 | Each | | NO BID |
| | | | | | |
| 22. | Alphanumeric Paging Service (unlimited pages) | 10 | Each | | NO BID |
| | | | | | |
| 23. | Service Connection Charge (if any) | 30 | Each | | NO BID |
| | | | | | |
| 24. | Replacement of Digital Paging Device | 1 | Each | | NO BID |
| | | | | | |
| 25. | Replacement of Alphanumeric Paging Device | 1 | Each | | NO BID |
| | | | | | |
| | Total Evaluated Cost (Items 21 – 25) | | | | |
| | | | | | |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange | | | | |
| | Information for this area | | | | |
| | | | | | |
| | | | | | |
| | F. Paging Services for the Marion Area | | | | |
| 26. | Digital Paging Service (unlimited pages) | 20 | Each | | NO BID |
| | | | | | |
| 27. | Alphanumeric Paging Service (unlimited pages) | 10 | Each | | NO BID |
| | | | | | |
| 28. | Service Connection Charge (if any) | 30 | Each | | NO BID |
| | | | | | |
| | | | | | Page 3 of 12 |
| 29. | Replacement of Digital Paging Device | 1 | Each | | NO BID |

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|-----|--|----|------|------|--------|
| 30. | Replacement of Alphanumeric Paging Device | 1 | Each | | NO BID |
| | | | | | |
| | Total Evaluated Cost (Items 26 – 30) | | | | |
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| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange | | | | |
| | Information for this area | | | | |
| | | | | | |
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| | G. Paging Services for the Charlottesville Area | | | | |
| | reseller merrell | | | | |
| 31. | Digital Paging Service (unlimited pages) | 20 | Each | 595 | 1428 |
| | | | | | |
| 32. | Alphanumeric Paging Service (unlimited pages) | 10 | Each | 1010 | 1212 |
| | | | | | |
| 33. | Service Connection Charge (if any) | 30 | Each | 0 | 0 |
| | | | | | |
| 34. | Replacement of Digital Paging Device | 1 | Each | 20 | 20 |
| | | | | | |
| 35. | Replacement of Alphanumeric Paging Device | 1 | Each | 49 | 49 |
| | | | | | |
| | Total Evaluated Cost (Items 31 – 35) | | | | 2709 |
| | | | | | |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange | | | | |
| | Information for this area | | | | |
| | | | | | |
| | | | | | |
| | H. Paging Services for the Lynchburg Area | | | | |
| | AQUIS 152.63 MHz | | | | |
| 36. | Digital Paging Service (unlimited pages) | 20 | Each | 375 | 900 |
| | | | | | |
| 37. | Alphanumeric Paging Service (unlimited pages) | 10 | Each | 810 | 972 |
| | | | | | |
| 38. | Service Connection Charge (if any) | 30 | Each | 0 | 0 |
| | | | | | |
| 39. | Replacement of Digital Paging Device | 1 | Each | 20 | 20 |
| | | | | | |
| 40. | Replacement of Alphanumeric Paging Device | 1 | Each | 49 | 49 |
| | | | | | |
| | Total Evaluated Cost (Items 36 – 40) | | | | 1941 |
| | | | | | |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange | | | | |
| | Information for this area | | | | |
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| | | | | | |
| | I. Paging Services for the Roanoke Area | | | | |
| | AQUIS 152.63 MHz | | | | |
| 41. | Digital Paging Service (unlimited pages) | 20 | Each | 375 | 900 |
| | | | | | |
| 42. | Alphanumeric Paging Service (unlimited pages) | 10 | Each | 810 | 972 |
| | | | | | |
| 43. | Service Connection Charge (if any) | 30 | Each | 0 | 0 |
| | | | | | |

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|-----|--|----|------|-----|------|
| 44. | Replacement of Digital Paging Device | 1 | Each | 20 | 20 |
| 45. | Replacement of Alphanumeric Paging Device | 1 | Each | 49 | 49 |
| | Total Evaluated Cost (Items 41 – 45) | | | | 1941 |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange Information for this area | | | | |
| | | | | | |
| | J. Paging Services for the Tidewater Area | | | | |
| | <i>AQVIS 152.63 MHz</i> | | | | |
| 46. | Digital Paging Service (unlimited pages) | 20 | Each | 375 | 900 |
| 47. | Alphanumeric Paging Service (unlimited pages) | 10 | Each | 810 | 972 |
| 48. | Service Connection Charge (if any) | 30 | Each | 0 | 0 |
| 49. | Replacement of Digital Paging Device | 1 | Each | 20 | 20 |
| 50. | Replacement of Alphanumeric Paging Device | 1 | Each | 49 | 49 |
| | Total Evaluated Cost (Items 46 – 50) | | | | 1941 |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange Information for this area | | | | |
| | | | | | |
| | K. Paging Services for the Richmond Area | | | | |
| | <i>AQVIS 152.63 MHz</i> | | | | |
| 51. | Digital Paging Service (unlimited pages) | 20 | Each | 375 | 900 |
| 52. | Alphanumeric Paging Service (unlimited pages) | 10 | Each | 810 | 972 |
| 53. | Service Connection Charge (if any) | 30 | Each | 0 | 0 |
| 54. | Replacement of Digital Paging Device | 1 | Each | 20 | 20 |
| 55. | Replacement of Alphanumeric Paging Device | 1 | Each | 49 | 49 |
| | Total Evaluated Cost (Items 51 – 55) | | | | 1941 |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange Information for this area | | | | |
| | | | | | |
| | L. Paging Services for the Petersburg Area | | | | |
| | <i>AQVIS 152.63 MHz</i> | | | | |
| 56. | Digital Paging Service (unlimited pages) | 20 | Each | 375 | 900 |
| 57. | Alphanumeric Paging Service (unlimited pages) | 10 | Each | 810 | 972 |
| 58. | Service Connection Charge (if any) | 30 | Each | 0 | |

| | | | | | |
|-----|--|----|------|-----|--------------|
| 59. | Replacement of Digital Paging Device | 1 | Each | 20 | 20 |
| 60. | Replacement of Alphanumeric Paging Device | 1 | Each | 49 | 49 |
| | Total Evaluated Cost (Items 56 – 60) | | | | 1941 |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange Information for this area | | | | |
| | M. Paging Services for the Danville Area | | | | |
| | AQUIS 152-63 | | | | |
| 61. | Digital Paging Service (unlimited pages) | 20 | Each | 325 | 900 |
| 62. | Alphanumeric Paging Service (unlimited pages) | 10 | Each | 810 | 972 |
| 63. | Service Connection Charge (if any) | 30 | Each | 0 | 0 |
| 64. | Replacement of Digital Paging Device | 1 | Each | 20 | 20 |
| 65. | Replacement of Alphanumeric Paging Device | 1 | Each | 49 | 49 |
| | Total Evaluated Cost (Items 61 – 65) | | | | 1941 |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange Information for this area | | | | |
| | N. Paging Services for Southwest Virginia (if not covered above) | | | | |
| 66. | Digital Paging Service (unlimited pages) | 20 | Each | | NO BID |
| 67. | Alphanumeric Paging Service (unlimited pages) | 10 | Each | | NO BID |
| 68. | Service Connection Charge (if any) | 30 | Each | | NO BID |
| 69. | Replacement of Digital Paging Device | 1 | Each | | NO BID |
| 70. | Replacement of Alphanumeric Paging Device | 1 | Each | | NO BID |
| | Total Evaluated Cost (Items 66 – 70) | | | | |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange Information for this area | | | | |
| | O. Tone and Voice Paging Services | | | | |
| 71. | Tone and Voice Paging Service | 1 | Each | | NO BID |
| 72. | Service Connection Charge (if any) | 1 | Each | | Page 6 of 12 |
| 73. | Replacement of Tone And Voice Paging Device | 1 | Each | | NO BID |

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|-----|--|-----------------|--------------------|-------------------|-------------------|
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange | | | | |
| | Information for this area | | | | |
| | | | | | |
| | P. Two-Way Paging Services | | | | |
| | CINGULAR / MOBILTEK | | | | |
| 74. | Message Plan 1000 | 1000 | Minutes | | NO BID |
| | Overage (per message) | 1 | Minute | | |
| 75. | Message Plan 1200 50,000 free characters / mo. | 1200 | Minutes | 19.99 | 239.88 |
| | Overage (per message) | 1 | Minute | .16 | |
| 76. | Message Plan 3000 100,000 free characters / mo. | 3000 | Minutes | 25.99 | 311.88 |
| | Overage (per message) | 3 | Minute | .16 | |
| 77. | Message Plan 3500 UNLIMITED characters / mo. | 3500 | Minutes | 49.99 | 599.88 |
| | Overage (per message) | 5 | Minute | N/A | N/A |
| 78. | Service Connection Charge (if any) | 1 | Each | 25 | 25 |
| 79. | Toll Free Number | 1 | Lot | 795 | 9540 |
| 80. | Cost of Two-Way Paging Device | 1 | Each | 185 ⁰⁰ | 185 ⁰⁰ |
| 81. | Lease of Two-Way Paging Device | 1 | Each | | NO BID |
| 82. | Replacement Cost of Leased Device | 1 | Each | | NO BID |
| 83. | Vanity Address | 1 | Each | | NO BID |
| 84. | Activation Fee (if any) | 1 | Each | | N/A |
| 85. | Insurance for Leased Two-Way Paging Device | 1 | Each | | NO BID |
| | Note: | | | | |
| | The vendor must attach coverage maps and local exchange | | | | |
| | Information for this area | | | | |
| | Features for all Paging Services (Includes one-way and two-way paging) | | | | |
| 86. | Voice Mail ONE WAY ONLY (Message length may be variable and a minimum of fifteen Messages must be held in memory for eleven to fifteen days) | 1 | Each | 395 | 4740 |
| 87. | Numeric Retrieval ONE WAY ONLY | 1 | Each | 1.00 | 12 ⁰⁰ |
| 88. | Custom Prompt ONE WAY ONLY | 1 | Each | 1.00 | 12 ⁰⁰ |
| 89. | Group Call ONE WAY ONLY | 1 | Each | .25 | 3 ⁰⁰ |
| 90. | Second Phone Number ONE WAY ONLY | 1 | Each | 1.00 | 12 ⁰⁰ |
| | | | | | |
| | | | | | Page 7 of 12 |

| | | | | | |
|-----|---|---|------|-----|---------------------|
| 91. | Dispatch Services | | | | |
| | Local | 1 | Each | 800 | 96- |
| | State | 1 | Each | 800 | 96- |
| | National | 1 | Each | 800 | 96- |
| | WEB PAGING / MESSAGING | | | | NO Charge |
| 92. | Broadcast Alerts | 1 | Each | | NO BID |
| 93. | Lottery Information Updated on Alpha Pagers | 1 | Each | | NO BID |
| 94. | Additional Charge for Advisor Elite Pager | | | | |
| | Local | 1 | Each | 0 | 0 |
| | State | 1 | Each | 0 | 0 |
| | National | 1 | Each | 0 | 0 |
| | Replacement Cost | 1 | Each | 49 | 49 |
| 95. | "800" Number for above Pagers | 1 | Each | 795 | 9540 |
| | | | | | Page 8 of 12 |

| | | | |
|---|-----------------|--|------------------------|
| DIT - 62A 1-15-01 | SCHEDULE | BID NO. 2004-041R | PAGE 9 OF 12 |
| NAME OF CONTRACTOR ARIS WIRELESS COMMUNICATIONS | | REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO | INITIALS JWC |

1. The Virginia Information Technologies Agency (VITA) is soliciting bids from responsive and responsible Bidders for the establishment of a requirements-type contract, with firm fixed prices, for paging services. The paging services specified in this solicitation shall be available to on behalf of all State agencies, institutions and other public bodies, as defined in §2.2-4301 of the Virginia Public Procurement Act ("VPPA"), hereinafter referred to as "Authorized Users"

It is desirable that bidders submit a bid for furnishing paging service, at a minimum, for the following areas: Charlottesville, Danville, Lynchburg, Northern Virginia, Petersburg, Richmond, Roanoke, and Tidewater.

2. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia §2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
3. The contract awarded as the result of this solicitation shall be for two (2) years. The Commonwealth, at its sole discretion, reserves the right to extend the contract, at the prices quoted or less, for up to four (4) additional one (1) year periods. Should the Commonwealth elect to exercise this option, the Contractor will be notified of the State's decision not less than thirty (30) days prior to the expiration of the initial contract or its subsequent extension period(s).

Individual service shall be based on a "month-to-month" contract (60 days minimum). Service may be cancelled upon a thirty (30) day notice. Any equipment provided shall be returned to the vendor.

4. Award, if made, will be to the responsive and responsible Bidder with the lowest evaluated cost for Nationwide, Statewide, and each designated region of the state. The Commonwealth reserves the right, at its sole discretion, to make separate awards by area and / or for one-way paging, tone-voice paging, and two-way paging services.

The evaluated price shall be the total of the EXTENDED PRICE for the region. The UNIT PRICE for the paging service shall be the monthly service price. The EXTENDED PRICE shall be the UNIT PRICE X 12 (yearly cost).

The evaluated price then becomes the yearly total for 20 digital pagers, 10 alphanumeric pagers, 30 connection charges and the cost of replacing one digital and one alphanumeric pager.

No specific number of paging customers is guaranteed by this contract. The quantities listed are solely to weight the vendors' prices for services based on the Commonwealth's knowledge of the services in place and desired. All orders will be for specific quantities identified in the VITA Telecommunications Services Order (TSO) placed with the vendor.

The Commonwealth currently has approximately 13,000 pagers in service. Distribution is not known. It is VITA's intent to eventually move as many as feasible to the resulting contract(s).

5. The vendor will bill VITA directly for all paging services. VITA will be responsible for billing and collecting from Authorized Users if the contract.

The vendor should note that VITA is a provider of telecommunications services to state agencies, institutions, and other public bodies of the Commonwealth of Virginia. As a result, VITA must recover its costs of providing, managing, and billing for services. THE VENDOR AGREES TO PROVIDE VITA A 15% VOLUME DISCOUNT FROM THE PROPOSED MONTHLY SERVICE CHARGES AND SHOULD PRICE SERVICES ACCORDINGLY. The vendor warrants that the monthly service charge is the lowest afforded any governmental entity of the Commonwealth.

6. It is the responsibility of the Bidders to understand all requirements and specifications contained in this solicitation. Any questions and/or comments concerning this solicitation must be submitted, in writing, to the attention of Joe A. Parr at the address listed on page 1 of this solicitation no later than November 24, 2004. Please mark the outside of your envelope "QUESTIONS CONCERNING IFB 2004-041R". Written questions may also be submitted via facsimile to (804) 371-5969 or via e-mail to joe.parr@vita.virginia.gov. No response will be made to telephone calls.

| | | | |
|---|---|----------------------|---------------|
| DIT - 62A 1-15-91 | SCHEDULE | BID NO. 2004-0412 | PAGE 10 OF 12 |
| NAME OF CONTRACTOR AQUIS WIRELESS COMMUNICATIONS | REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO | INITIALS JWC | |

8. Bidder's attention is directed to Section 2.b, page s-1, of the Solicitation Instructions concerning the requirement for Federal Identification Numbers (FIN) to be placed on page 1 of the Invitation for Bids. PLEASE NOTE THAT FAILURE TO PROVIDE THIS NUMBER MAY RESULT IN OUR INABILITY TO VERIFY YOUR REGISTRATION AND YOUR BID BEING RULED NON-RESPONSIVE.
9. To be considered responsive, the vendor or his affiliates / subsidiaries must be licensed by the FCC. By submitting a bid, the vendor certifies that the vendor is in compliance with all FCC and SCC rules and regulations for paging service.
10. The vendor shall provide to VITA detailed billing information for each account (pager) that includes (at a minimum):
 - * Invoice Number
 - * Invoice Date
 - * Pager ID (Phone Number, PIN)
 - Agency Name
 - Agency Location (address)
 - Fixed Monthly Charges
 - Credits (If Any)
 - Number of Pages (Informational Only)
 - * Total Monthly Charges

Asterisks indicate mandatory fields. The others are highly desirable and must be provided if the vendor's system collects such information. In addition, the detailed billing information must specifically delineate State and Federally mandated charges and / or fees such as Virginia Relay Service, Universal Fund, Federal Access fees, etc.

The detailed billing must be submitted on magnetic media along with a paper invoice no later than the 10th of each month. The vendor's billing cycle should end on or after the 28th of the month for all VITA pagers. All services billed must have been delivered during the preceding ninety (90) days. The Commonwealth reserves the right to refuse payment of any invoices submitted for services over ninety (90) days old. The format for the magnetic media must be a fixed format EPDIC or ACSII file.

Any charges disputed by VITA shall be formally responded to and resolved by the Contractor within 90 days. The Commonwealth reserves the right to refuse payment of any charges that have not been resolved by the Contractor within ninety days of receipt of notification from VITA of the disputed charge(s). Any mandated charges shall be shown as a separate line item on the bill, by unit (i.e., per pager).

The invoice should include the vendor's Federal Identification Number (FIN). The Commonwealth of Virginia is exempt from taxes. There are to be no taxes charged. The proposed monthly service charge is to be fully burdened. No additional fees or charges are allowed during the term of the contract. Any mandated charges shall be shown as a separate line item on the bill, by unit (i.e., per pager).

11. The vendor shall appoint a customer service representative to be named at the time of award that will be the Commonwealth of Virginia prime point of contact for the duration of the contract. Orders will be issued to the vendor, through the customer service representative, via facsimile, email or other acceptable ordering methods.
12. Telecommunications Service Order (TSO) Processing:
 - A. VITA reserves the exclusive authority to order service from the contract that results from this solicitation. All requests for service under the contract will be submitted to the Contractor on a Virginia Information Technologies Agency, "Telecommunications Service Order (TSO)" that has been signed by an authorized "Ordering Officer" appointed by VITA's designated representative. The Ordering Officers appointed by VITA's authorized representative are identified in the paragraph of the "Contractual Terms and Conditions" section of this solicitation entitled, "Ordering Officers". A properly endorsed TSO issued by VITA will serve as the only official document for ordering services from the contract, and will cite the contract as its ordering authority.
 - B. The TSO will clearly identify the services desired, requested service installation date, point of contact, and other information necessary to accurately deliver the required services.

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|---|---|---------------------|---------------|
| DTT - 62A 1-15-91 | SCHEDULE | BID NO. 10M-241R | PAGE 11 OF 12 |
| NAME OF CONTRACTOR AQUIS WIRELESS COMMUNICATIONS | REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO | INITIALS JWC | |

- C. Changes, additions and or deletions to the services requested will not be permitted unless approved in advance by an Ordering Officer.
- D. The Contractor must notify VITA within twenty-four (24) hours of receipt of a request for connection or disconnection that the order has been processed. Connection confirmations may be by facsimile or other electronic modes and shall include the service order number, pager telephone number, PIN (if applicable), due date and the name and phone number of the Contractor responsible for the order.
- E. All additional instructions pertaining to TSOs are identified in the paragraph of the "Contractual Terms and Conditions" section of this solicitation entitled, "Telecommunications Service Orders (TSO)."

NOTE: A copy of a VITA Telecommunications Service Order (TSO) is provided in "Attachment A".

13. The vendor shall provide a suitable paging device (new or refurbished) with the establishment of each account. The device shall remain the property of the vendor unless they indicate otherwise. The vendor must repair or replace any failing device within twenty-four (24) hours as long as the contract is in effect. The Commonwealth will notify the vendor and pay a replacement cost for any lost or stolen devices at the rate identified in the Schedule. Lost belt clips. Battery covers, etc. shall be replaced by the vendor at no charge.

Digital pagers supplied must have selectable tone and vibrator capable of displaying and storing a minimum of five (5) pages with a minimum of twelve (12) digits. Scrolling may be used to display numbers with more than twelve digits. Pagers must be able to recognize a duplicate page and not record it as a second individual page. The display must be lighted for dark or low light areas. The ability to program multiple numbers to the pager is required.

Alphanumeric Pagers must have a selectable tone and vibrator alarm, and be capable of storing at least twenty (20) eight (8) character messages.

All offered pagers must use standard 1.5 volt AA or AAA size alkaline or rechargeable batteries. If a rechargeable battery is offered, the pager must be supplied with a charger.

14. The account must be activated for normal service within seventy-two (72) hours of receipt of an order. The vendor must be willing to accept and deal with expedited order requests.

15. The vendor should note that many users of the requested service may be law enforcement, fire, and rescue services. Airtime must be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year with a guarantee that 98% of all pages to a user within the designated service area be received. The vendor should include with their bid information relative to how this will be achieved. This must be provided prior to any award.

In the event service is interrupted for eight (8) or more hours out of any day, the vendor shall credit the agency bill, for any pagers affected, by 1/30 of the fixed monthly cost for each day the service is interrupted.

16. The vendor shall identify with coverage maps and a list of local exchanges, the service area covered for each region of the state on which a bid is being submitted. Any known dead spots shall be noted. The vendor shall submit prior to award a list of zip codes or counties / cities covered.

17. Any software necessary for alphanumeric paging must be provided to the subscribing agency at no cost. Upgrades or updates must be furnished in a timely manner, whenever they occur, at no cost.

18. Each paging device (except as indicated below) will be supplied with a unique personal telephone number, accessible from any public phone.

Vendors providing state-wide paging shall provide the Commonwealth with a toll-free number for reaching each paging device or a plan that will minimize or eliminate long distance charges from the user's home area. VITA reserves the right, at its sole discretion, to reject bids that have an unacceptable plan. State-wide is defined as paging service that can reach any activated pager located in a geographic area that covers at least 80% of the Commonwealth of Virginia. Coverage maps must be included with the vendor's bid. To further define State-wide Paging, the Contractor must provide one frequency for the entire state-wide coverage area. Coverage maps must be included with the vendor's bid.

| | | | |
|---|---|---------------------------------|---------------|
| DIT - 62A 1-15-91 | SCHEDULE | BID NO. 2004-041R | PAGE 12 OF 12 |
| NAME OF CONTRACTOR AQUIS Wireless Communications | REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO | INITIALS JWC | |

Vendors should note that the current state-wide service is being provided by a VHF High Band Radio Paging System. This system is providing the required coverage in the Commonwealth. It has been determined that a 900 MHz system is not adequate to cover the state-wide requirement of this solicitation. However, if the vendor can provide engineering coverage maps that outline better building and state-wide coverage, a 900 MHz system may be considered. The Commonwealth reserves the right to require the vendor to provide sample pagers to test the coverage of the 900 MHz system bid.

Vendors providing nation-wide paging shall provide the Commonwealth with a toll-free number for reaching each paging device. Nationwide coverage is defined, for purposes of this solicitation, as service that reaches all major cities in the continental United States.

19. In the event there is no vendor that provides all of the requested services within a geographical area bid, the Commonwealth reserves the right to drop from consideration one or more services and re-evaluate vendors based on the remaining services.

20. If the vendor is a reseller of service, the service provider must be identified in the bid document.

Attach any Required Additional Information to the bid

21. Bidder's attention is directed to the Code of Virginia 56-234. The Commonwealth is procuring Services as identified and provisioned under this Contract. The only Terms and Conditions governing the purchase and provision of these Services are contained herein. Any bid response that purports to supply Services in whole or in part under different Terms and Conditions, shall be considered non-responsive.

22. Contractual Terms and Conditions are attached to this solicitation document. Neither VITA or the Authorized User will sign or execute any additional contract, license or other agreements containing contractual terms and conditions as a result of this procurement. Any document signed by persons other than the VITA authorized representative, shall have no validity and the attached terms and conditions shall supersede all such agreements. Bidders should read and understand all of the terms and conditions prior to submission of a bid.

23. VITA Supply Chain Management (SCM) maintains a web site with a URL of www.vita.virginia.gov/procurement/procurement.cfm. This web site provides information about SCM and acquisitions conducted by SCM for Information Technology related items. Vendors are invited to check this site regularly.

24. The results of this solicitation will not be given out by telephone. Bidders wishing a copy of the bid results must include a self-addressed, stamped envelope along with their bid. The envelope should be marked with the words "BID RESULTS" and IFB number 2004-041R. Results will be made available as soon as a decision is made.

25. 'No Bids' are not required or desired.

26. In the event the selected vendor defaults, the Commonwealth reserves the right to award to the next lowest responsive and responsible bidder.

Petersburg, Roanoke

Aquis Communications Service Area

AQUIS

Communications

COVERAGE AREAS

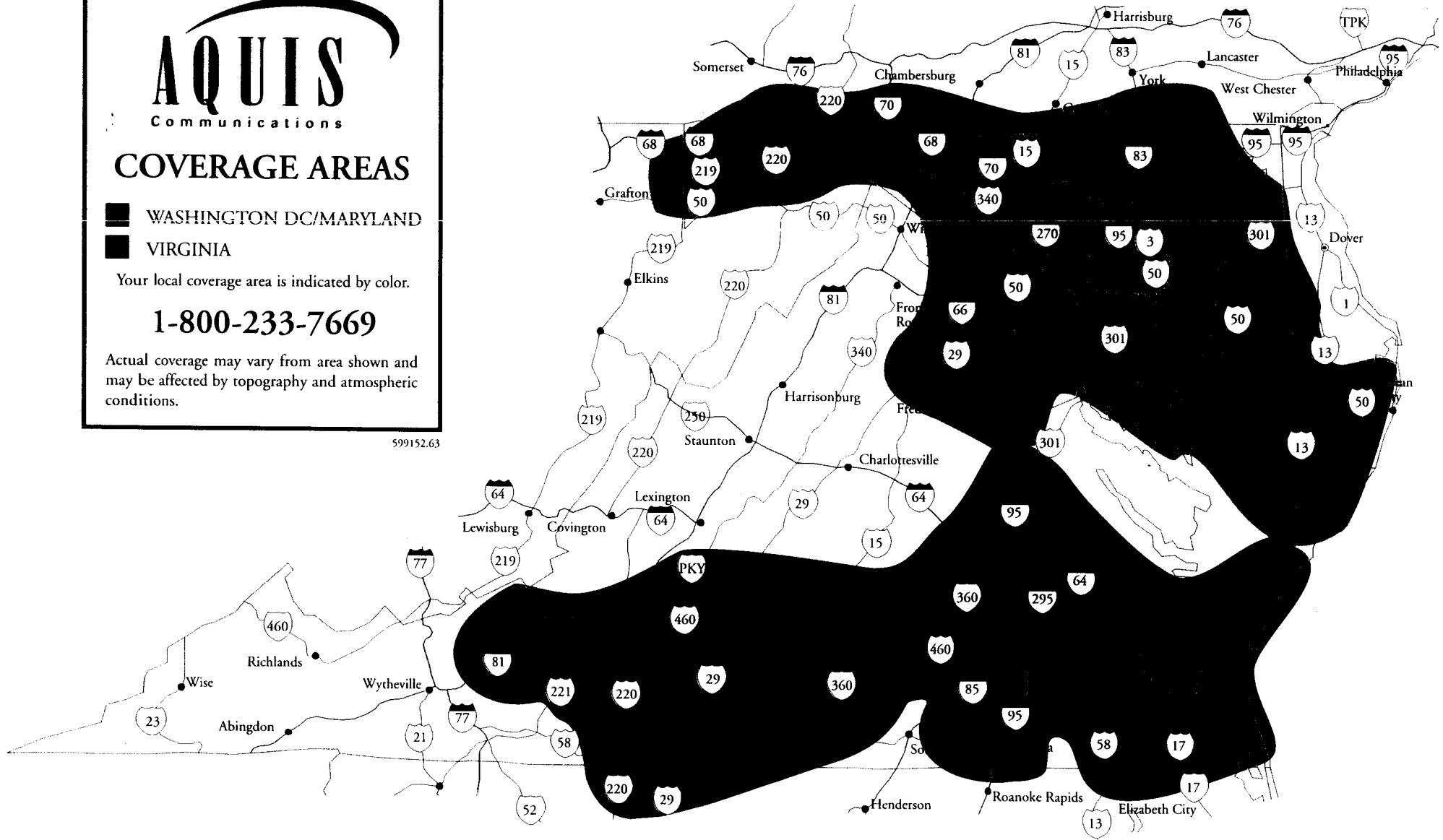
- WASHINGTON DC/MARYLAND
- VIRGINIA

Your local coverage area is indicated by color.

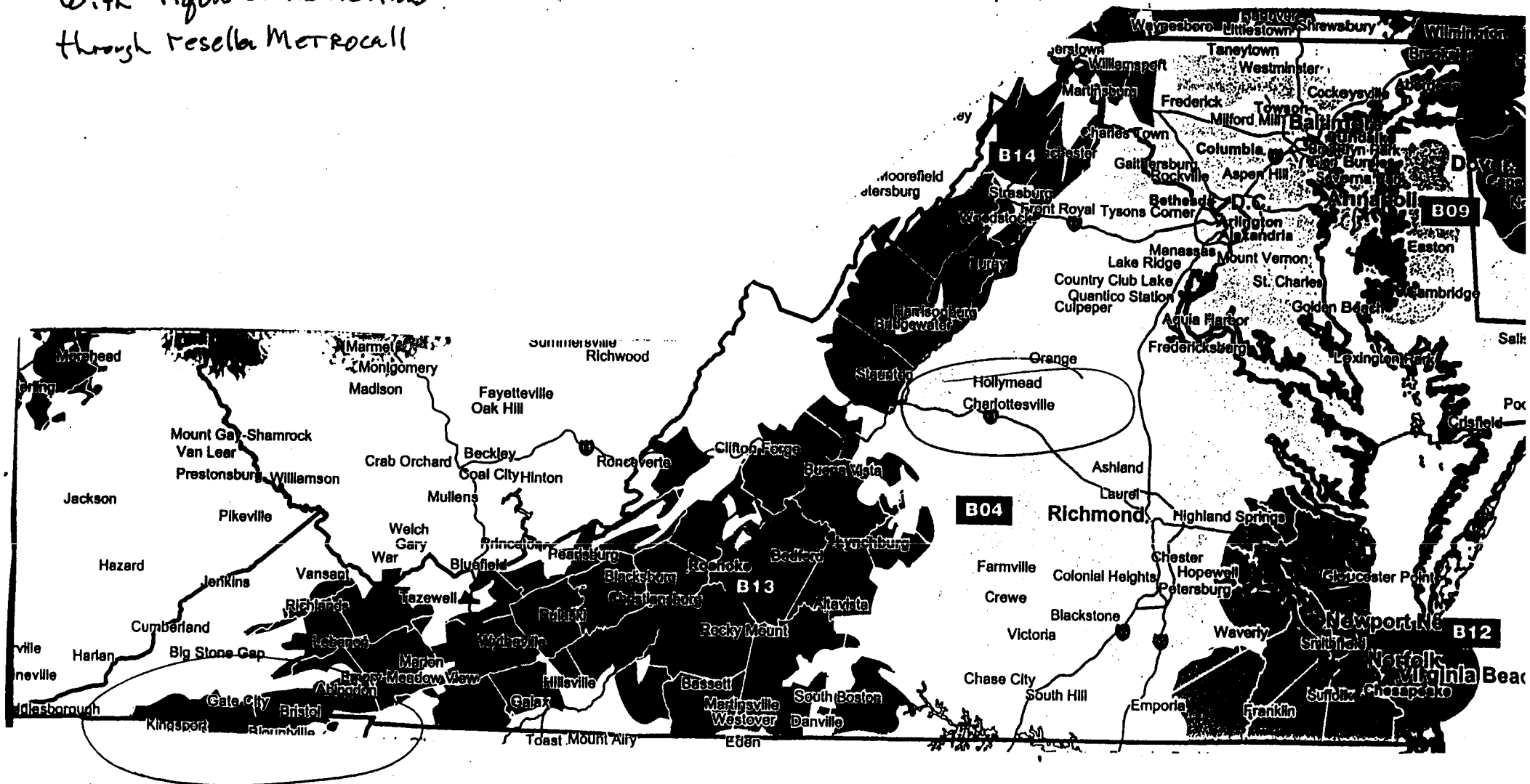
1-800-233-7669

Actual coverage may vary from area shown and may be affected by topography and atmospheric conditions.

599152.63



through vesicle Metabolism

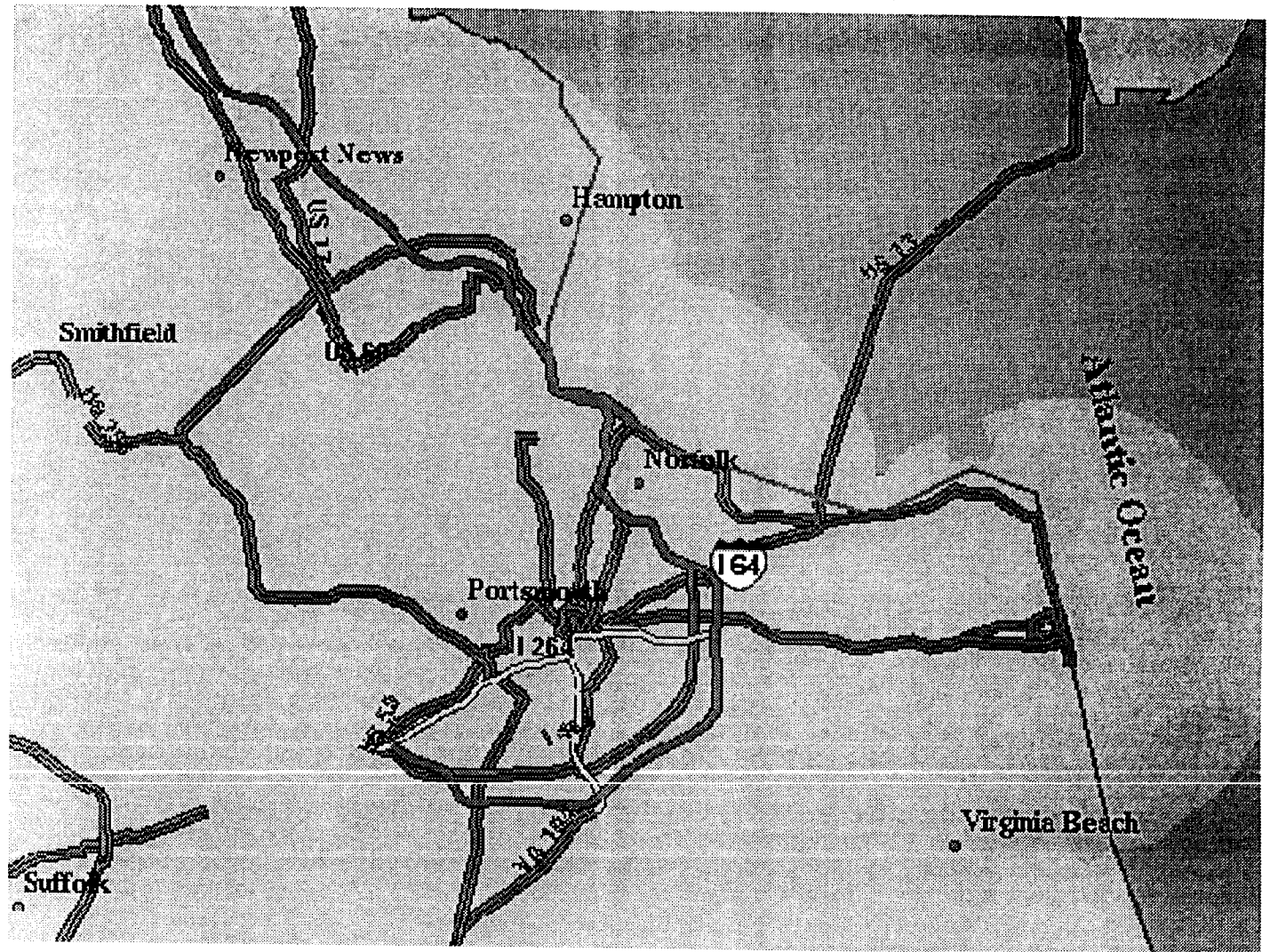


Norfolk

Norfolk

Service area

contours

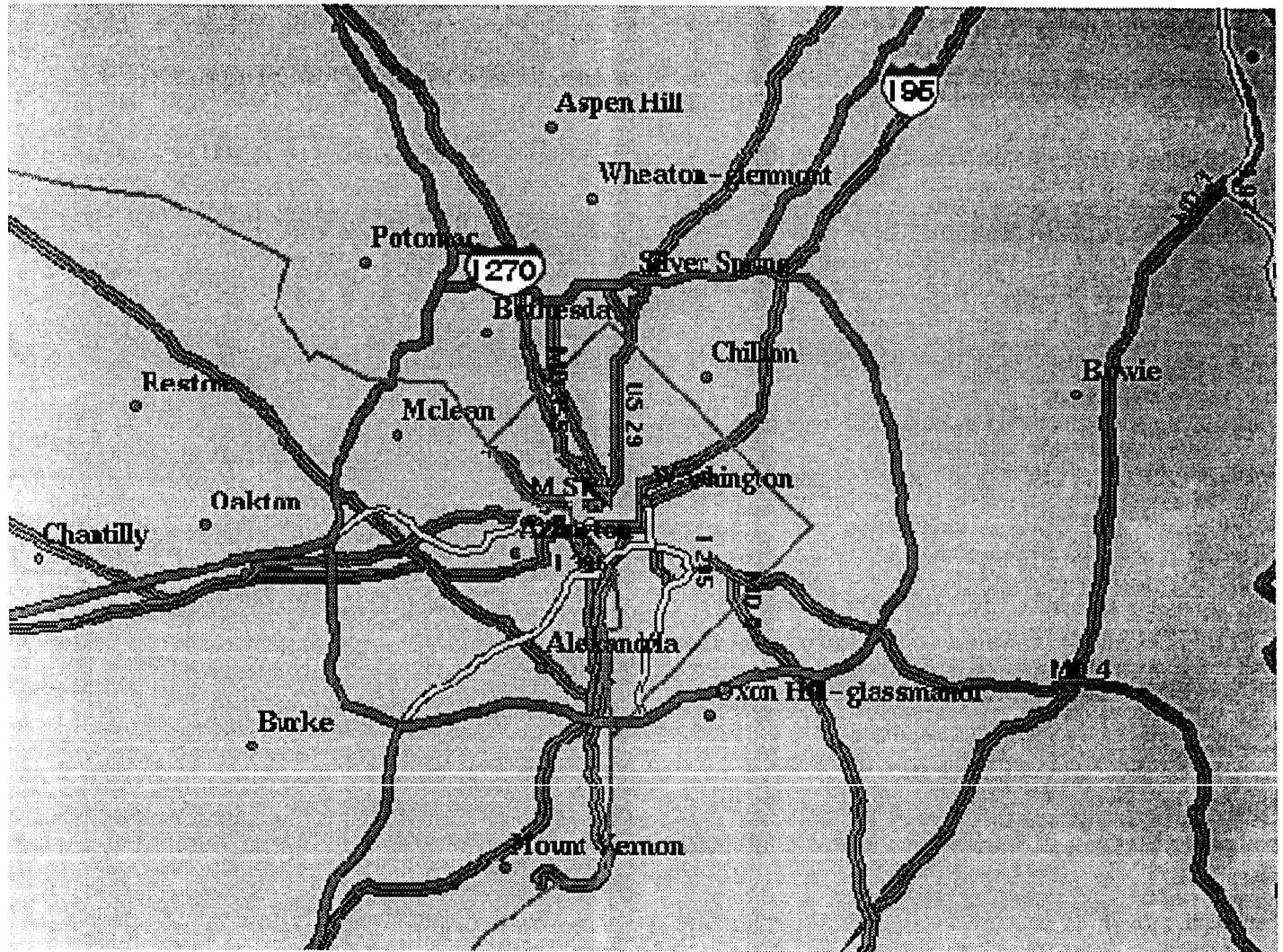


Coverage  No Coverage 

For further information, go to the [Norfolk](#) page.

The service area contours are predictions based on computer models and a

WashingtonDC





Coverage

No Coverage

For further information, go to the [Mobile](#).

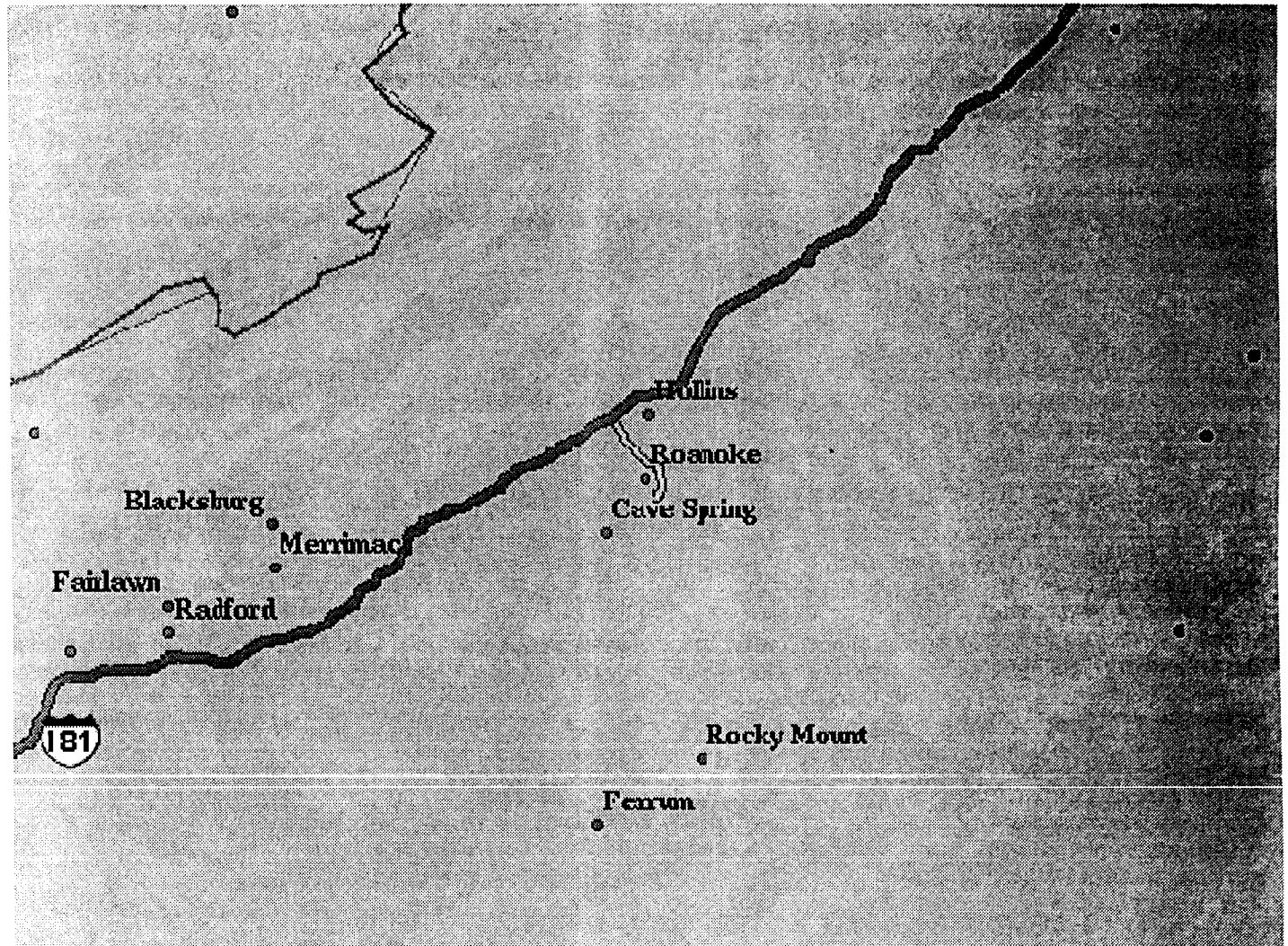
The service area contours are predictions based on computer models and a



Coverage  No Coverage 

The service area contours are predictions based on computer models and a

Roanoke

Nationwide
2 way messaging
Mobitex network



Coverage  No Coverage 

For further information, go to the [Mobitex web page](http://www.mobitex.com).

The service area contours are predictions based on computer models and a

ALPHA ACCESS LIST**05/07/2003**

| LOCATION | | ACCESS # | | | TERMINAL | AVAILABLE EXCHANGES | | | | | | | | | | | | |
|-----------------|----|----------|-----|------|------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|
| Alexandria | VA | 703 | 518 | 5999 | Washington | GL | 299 | 518 | 535 | 706 | 837 | | | | | | | |
| Dumfries | VA | 703 | 441 | 5499 | Washington | GL | 441 | | | | | | | | | | | |
| Fairfax | VA | 703 | 279 | 1999 | Washington | GL | 218 | 219 | 267 | 277 | 279 | 384 | | | | | | |
| Falls Church | VA | 703 | 538 | 9699 | Washington | GL | 531 | 538 | | | | | | | | | | |
| Leesburg | VA | 703 | 737 | 2999 | Washington | GL | 737 | | | | | | | | | | | |
| Lorton | VA | 703 | 551 | 6499 | Washington | GL | 551 | | | | | | | | | | | |
| Manassas | VA | 703 | 366 | 1797 | Washington | GL | 366 | | | | | | | | | | | |
| Springfield | VA | 703 | 913 | 4199 | Washington | GL | 440 | 913 | | | | | | | | | | |
| Cape Charles | VA | 757 | 331 | 5699 | Norfolk | GL | 331 | | | | | | | | | | | |
| Chincoteague | VA | 757 | 336 | 0799 | Norfolk | GL | 336 | | | | | | | | | | | |
| Franklin | VA | 757 | 569 | 3199 | Norfolk | GL | 569 | | | | | | | | | | | |
| Jefferson | VA | 757 | 875 | 8999 | Norfolk | GL | 875 | 988 | | | | | | | | | | |
| Newport News | VA | 757 | 886 | 4999 | Norfolk | GL | 856 | 886 | | | | | | | | | | |
| Norfolk | VA | 757 | 533 | 3999 | Norfolk | GL | 441 | 446 | 533 | 616 | 624 | 628 | 629 | 664 | 670 | 677 | | |
| Onancock | VA | 757 | 789 | 6999 | Norfolk | GL | 628 | 789 | | | | | | | | | | |
| Smithfield | VA | 757 | 365 | 5099 | Norfolk | GL | 365 | | | | | | | | | | | |
| Suffolk | VA | 757 | 923 | 8999 | Norfolk | GL | 923 | | | | | | | | | | | |
| Tamperanceville | VA | 757 | 854 | 1199 | Norfolk | GL | 854 | | | | | | | | | | | |
| Amelia | VA | 804 | 561 | 7999 | Richmond | GL | 561 | | | | | | | | | | | |
| Chester | VA | 804 | 717 | 8999 | Richmond | GL | 717 | 768 | 778 | 796 | | | | | | | | |
| Emporia | VA | 804 | 348 | 8499 | Richmond | GL | 348 | | | | | | | | | | | |
| Harrisonburg | VA | 804 | 564 | 7699 | Richmond | GL | 564 | | | | | | | | | | | |
| Petersburg | VA | 804 | 861 | 7999 | Richmond | GL | 861 | 862 | 957 | | | | | | | | | |
| Richmond | VA | 804 | 373 | 1999 | Richmond | GL | 343 | 344 | 373 | 697 | 782 | 783 | 788 | 819 | | | | |
| Martinsburg | WV | 304 | 260 | 6999 | Washington | GL | 260 | 264 | | | | | | | | | | |

Modem Settings

Baud Rate 1200
 Data Bits 7
 Parity Even
 Stop Bits 1

ALPHA ACCESS LIST

05/07/2003

| LOCATION | | ACCESS # | | | TERMINAL | | AVAILABLE EXCHANGES | | | | | | | | | | | | |
|-----------------|----|----------|-----|------|--------------|-----|---------------------|-----|-----|-----|-----|-----|-----|-----|--|--|--|--|--|
| Plainview | NY | 516 | 337 | 0999 | Manhattan | Uni | 337 | | | | | | | | | | | | |
| White Plains | NY | 914 | 558 | 0999 | Manhattan | Uni | 558 | | | | | | | | | | | | |
| Manhattan | NY | 917 | 269 | 0999 | Manhattan | Uni | 269 | 694 | 695 | 730 | | | | | | | | | |
| Queens | NY | 917 | 271 | 0999 | Manhattan | Uni | 271 | 590 | 998 | | | | | | | | | | |
| Bensalem | PA | 215 | 770 | 3999 | Philadelphia | GL | 770 | | | | | | | | | | | | |
| Doylestown | PA | 215 | 489 | 6999 | Philadelphia | GL | 230 | 489 | | | | | | | | | | | |
| Eddington | PA | 215 | 770 | 3999 | Philadelphia | GL | 604 | | | | | | | | | | | | |
| Elkins Park | PA | 215 | 663 | 7999 | Philadelphia | GL | 663 | | | | | | | | | | | | |
| Newtown | PA | 215 | 497 | 8999 | Philadelphia | GL | 497 | 579 | | | | | | | | | | | |
| Perkasie | PA | 215 | 258 | 6899 | Philadelphia | GL | 258 | | | | | | | | | | | | |
| Philadelphia | PA | 215 | 304 | 8999 | Philadelphia | GL | 299 | 304 | 408 | 418 | 422 | 566 | 656 | 797 | | | | | |
| Quakertown | PA | 215 | 538 | 6699 | Philadelphia | GL | 538 | 804 | | | | | | | | | | | |
| Tullytown | PA | 215 | 770 | 3999 | Philadelphia | GL | 269 | 949 | | | | | | | | | | | |
| Warrington | PA | 215 | 918 | 6499 | Philadelphia | GL | 918 | | | | | | | | | | | | |
| Yardley | PA | 215 | 321 | 2899 | Philadelphia | GL | 321 | 369 | | | | | | | | | | | |
| Allentown | PA | 610 | 606 | 2999 | Philadelphia | GL | 606 | 663 | 740 | 778 | 820 | | | | | | | | |
| Ardmore | PA | 610 | 658 | 3899 | Philadelphia | GL | 658 | | | | | | | | | | | | |
| Chester | PA | 610 | 490 | 5999 | Philadelphia | GL | 447 | 490 | 499 | 773 | | | | | | | | | |
| Coatesville | PA | 610 | 466 | 4999 | Philadelphia | GL | 466 | | | | | | | | | | | | |
| Media | PA | 610 | 627 | 2999 | Philadelphia | GL | 627 | 892 | | | | | | | | | | | |
| Norristown | PA | 610 | 313 | 8999 | Philadelphia | GL | 270 | 292 | 313 | 483 | | | | | | | | | |
| Pottstown | PA | 610 | 753 | 9999 | Philadelphia | GL | 327 | 718 | 753 | 970 | | | | | | | | | |
| Reading | PA | 610 | 208 | 9299 | Philadelphia | GL | 208 | 371 | 478 | | | | | | | | | | |
| Royersford | PA | 610 | 792 | 6999 | Philadelphia | GL | 792 | | | | | | | | | | | | |
| Springfield | PA | 610 | 604 | 9499 | Philadelphia | GL | 541 | 604 | | | | | | | | | | | |
| West Chester | PA | 610 | 918 | 8999 | Philadelphia | GL | 429 | 701 | 738 | | | | | | | | | | |
| Harrisburg | PA | 717 | 981 | 0999 | Philadelphia | GL | 230 | 231 | 782 | 981 | | | | | | | | | |
| Lancaster | PA | 717 | 981 | 0999 | Philadelphia | GL | 207 | 209 | 239 | | | | | | | | | | |
| Paxtonia | PA | 717 | 981 | 0999 | Philadelphia | GL | 810 | | | | | | | | | | | | |
| Martinsville | VA | 276 | 656 | 5599 | Roanoke | GL | 634 | 656 | 670 | | | | | | | | | | |
| Charlottesville | VA | 434 | 293 | 0399 | Richmond | GL | 293 | | | | | | | | | | | | |
| Danville | VA | 434 | 766 | 0999 | Roanoke | GL | 766 | 773 | 797 | | | | | | | | | | |
| Farmville | VA | 434 | 315 | 6169 | Richmond | GL | 315 | | | | | | | | | | | | |
| Lynchburg | VA | 434 | 544 | 9499 | Roanoke | GL | 544 | 948 | | | | | | | | | | | |
| South Boston | VA | 434 | 517 | 2499 | Richmond | GL | 517 | | | | | | | | | | | | |
| Bedford | VA | 540 | 587 | 2299 | Roanoke | GL | 587 | | | | | | | | | | | | |
| Blacksburg | VA | 540 | 953 | 5999 | Roanoke | GL | 553 | 953 | | | | | | | | | | | |
| Culpeper | VA | 540 | 262 | 0999 | Washington | GL | 262 | | | | | | | | | | | | |
| Fredericksburg | VA | 540 | 374 | 3999 | Washington | GL | 370 | 372 | 374 | | | | | | | | | | |
| Roanoke | VA | 540 | 855 | 5999 | Roanoke | GL | 224 | 853 | 855 | 983 | | | | | | | | | |
| Rocky Mount | VA | 540 | 484 | 2999 | Roanoke | GL | 484 | 489 | | | | | | | | | | | |

| LOCATION | | ACCESS # | | | TERMINAL | | AVAILABLE EXCHANGES | | | | | | | | | | | |
|---------------------|----|----------|-----|------|--------------|-----|---------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----|--|
| Toms River | NJ | 732 | 286 | 8899 | New Brunswk | GL | 286 | 557 | 818-6000:6799 | 818-8700:8799 | 914-6000:6999 | | | | | | | |
| Cherry Hill | NJ | 856 | 321 | 7499 | Hamilton Sq. | GL | 321 | 414 | | | | | | | | | | |
| Glassboro | NJ | 856 | 863 | 3399 | Hamilton Sq. | GL | 256 | 863 | | | | | | | | | | |
| Haddenfield | NJ | 856 | 616 | 5999 | Hamilton Sq. | GL | 216 | 354 | 427 | 546 | 616 | 843 | | | | | | |
| Millville | NJ | 856 | 293 | 3999 | Hamilton Sq. | GL | 293 | | | | | | | | | | | |
| Moorestown | NJ | 856 | 866 | 4499 | Hamilton Sq. | GL | 222 | 439 | 802 | 840 | 866 | | | | | | | |
| Pennsville | NJ | 856 | 540 | 6699 | Hamilton Sq. | GL | 540 | 678 | | | | | | | | | | |
| Vineland | NJ | 856 | 788 | 8999 | Hamilton Sq. | GL | 507 | 563 | 690 | 788 | 794 | | | | | | | |
| Williamstown | NJ | 856 | 837 | 8999 | Hamilton Sq. | GL | 262 | 728 | 837 | 875 | | | | | | | | |
| Woodbury | NJ | 856 | 251 | 7799 | Hamilton Sq. | GL | 251 | 384 | 853 | | | | | | | | | |
| Bellmead | NJ | 908 | 281 | 4999 | New Brunswk | GL | 281 | | | | | | | | | | | |
| Bernardsville | NJ | 908 | 204 | 5999 | New Brunswk | GL | 204 | 953 | | | | | | | | | | |
| Clinton | NJ | 908 | 713 | 5999 | Freehold | Uni | 713 | | | | | | | | | | | |
| Elizabeth | NJ | 908 | 558 | 7699 | New Brunswk | GL | 202 | 558 | 820 | | | | | | | | | |
| Flemington | NJ | 908 | 284 | 3399 | New Brunswk | GL | 284 | 806 | | | | | | | | | | |
| Hackettstown | NJ | 908 | 813 | 9499 | New Brunswk | GL | 813-3500:3599 | | | 813-5000:9499 | | | 979-7100:7499 | | | 979-8500:8699 | | |
| Hackettstown | NJ | 908 | 813 | 4499 | W.Orange | Uni | 684 | 813-4000:4999 | | | 979-2000:2999 | | | 979-7500:8499 | | | | |
| Hope | NJ | 908 | 459 | 3399 | New Brunswk | GL | 459 | | | | | | | | | | | |
| Milford | NJ | 908 | 995 | 3399 | New Brunswk | GL | 995 | | | | | | | | | | | |
| Phillipsburg | NJ | 908 | 213 | 7799 | New Brunswk | GL | 213 | | | | | | | | | | | |
| Somerville | NJ | 908 | 575 | 2999 | New Brunswk | GL | 429 | 575 | 704 | 707 | | | | | | | | |
| Summit | NJ | 908 | 395 | 9999 | Freehold | Uni | 395 | | | | | | | | | | | |
| Westfield | NJ | 908 | 390 | 9999 | Freehold | Uni | 317-1000:6499 | | | 389 | 390 | 518-2000:2499 | | | 518-8000:8999 | | | |
| Westfield | NJ | 908 | 518 | 3999 | New Brunswk | GL | 317-7000:7899 | | | 518-1000:1499 | | | 518-3000:4999 | | | 789 | 889 | |
| Bellville | NJ | 973 | 450 | 5599 | New Brunswk | GL | 450 | 751 | 844 | | | | | | | | | |
| Caldwell | NJ | 973 | 364 | 8699 | New Brunswk | GL | 364 | 403 | | | | | | | | | | |
| Dover | NJ | 973 | 442 | 6899 | New Brunswk | GL | 442 | 537 | 895 | 989 | | | | | | | | |
| Franklin Boro | NJ | 973 | 209 | 3999 | W.Orange | Uni | 209 | | | | | | | | | | | |
| Hawthorne-Patterson | NJ | 973 | 423 | 7999 | New Brunswk | GL | 238 | 389 | 423 | 904 | | | | | | | | |
| Livingston | NJ | 973 | 716 | 7999 | New Brunswk | GL | 533 | 535 | 716 | 740 | 994 | | | | | | | |
| Madison | NJ | 973 | 660 | 3999 | New Brunswk | GL | 236 | 301 | 408 | 514 | 593 | 660 | 822 | 966 | | | | |
| Millburn | NJ | 973 | 912 | 1999 | New Brunswk | GL | 467 | 564 | 912 | | | | | | | | | |
| Morristown | NJ | 973 | 499 | 9999 | W.Orange | Uni | 203 | 254 | 290 | 490 | 499 | 971 | | | | | | |
| Netcong | NJ | 973 | 448 | 5599 | New Brunswk | GL | 426 | 448 | 507 | 691 | | | | | | | | |
| Newark | NJ | 973 | 268 | 6999 | New Brunswk | GL | 268 | 350 | 497-7800:8999 | | | 621 | 982 | | | | | |
| Newark | NJ | 973 | 502 | 9999 | W.Orange | Uni | 312 | 497-3000:6999 | | | 502 | 522 | 690 | | | | | |
| Orange | NJ | 973 | 414 | 5999 | New Brunswk | GL | 266 | 414 | | | | | | | | | | |
| Orange | NJ | 973 | 501 | 9999 | W.Orange | Uni | 501 | | | | | | | | | | | |
| Passaic | NJ | 973 | 614 | 7999 | New Brunswk | GL | 249 | 458 | 470 | 574 | 591 | 614 | 815 | | | | | |
| Paterson | NJ | 973 | 505 | 9999 | W.Orange | Uni | 225 | 505 | 516 | 734 | 754 | | | | | | | |
| Brentwood | NY | 516 | 440 | 0999 | Port Jeff. | Uni | 440 | | | | | | | | | | | |

| LOCATION | | ACCESS # | | | TERMINAL | | AVAILABLE EXCHANGES | | | | | | | | | | | | |
|---------------------|----|--|-----|------|--------------|-----|---------------------|---------------|---------------|---------------|---------------|---------------|---------------|--|--|--|--|--|--|
| Westminster | MD | 410 | 625 | 2337 | Baltimore | GL | 751 | 857 | | | | | | | | | | | |
| Centerville | MD | 443 | 262 | 0999 | Washington | GL | 262 | 758 | | | | | | | | | | | |
| Salisbury | MD | 443 | 260 | 6999 | Washington | GL | 219 | 260 | | | | | | | | | | | |
| 866 & 877 Toll Free | NJ | Use Any New Brunswick Alpha Access Number For: | | | | | | | | 866-950 | 877-558 | 877-559 | | | | | | | |
| Dumont | NJ | 201 | 278 | 9999 | W.Orange | Uni | 278 | 439 | | | | | | | | | | | |
| Englewood | NJ | 201 | 541 | 8999 | New Brunswk | GL | 541 | 816 | 871 | | | | | | | | | | |
| Jersey City | NJ | 201 | 860 | 1999 | New Brunswk | GL | 309 | 369 | 395 | 413 | 547 | 860 | | | | | | | |
| Leonia - Fort Lee | NJ | 201 | 886 | 4999 | New Brunswk | GL | 346 | 363 | 886 | | | | | | | | | | |
| Oakland | NJ | 201 | 405 | 4999 | New Brunswk | GL | 337 | 405 | 651 | | | | | | | | | | |
| Rochelle Park | NJ | 201 | 276 | 9999 | W.Orange | Uni | 276 | 909 | | | | | | | | | | | |
| Union City | NJ | 201 | 392 | 7799 | New Brunswk | GL | 271 | 392 | 538 | 866 | 974-4000:4999 | | | | | | | | |
| Union City | NJ | 201 | 277 | 9999 | W.Orange | Uni | 277 | 601 | 974-5000:5899 | 974-7700:8699 | | | | | | | | | |
| Westwood-Hillsdale | NJ | 201 | 358 | 3999 | New Brunswk | GL | 358 | 722 | | | | | | | | | | | |
| Barnegat | NJ | 609 | 607 | 8999 | New Brunswk | GL | 660 | 698 | | | | | | | | | | | |
| Cape May | NJ | 609 | 463 | 7999 | New Brunswk | GL | 463 | 465 | | | | | | | | | | | |
| Ewing | NJ | 609 | 538 | 5499 | Hamilton Sq. | GL | 406 | 434 | 538 | 637 | 671 | | | | | | | | |
| Hightstown | NJ | 609 | 371 | 8799 | Hamilton Sq. | GL | 371 | 426 | 443 | 490 | | | | | | | | | |
| Mays Landing | NJ | 609 | 476 | 5999 | New Brunswk | GL | 476 | 625 | 909 | | | | | | | | | | |
| Medford | NJ | 609 | 953 | 6699 | Hamilton Sq. | GL | 953 | | | | | | | | | | | | |
| New Egypt | NJ | 609 | 758 | 4499 | Hamilton Sq. | GL | 758 | | | | | | | | | | | | |
| Pleasantville | NJ | 609 | 407 | 6199 | New Brunswk | GL | 383 | 407 | 484 | 485 | 569 | | | | | | | | |
| Pleasantville | NJ | 609 | 766 | 8999 | New Brunswk | GL | 766 | | | | | | | | | | | | |
| Princeton | NJ | 609 | 497 | 8999 | Hamilton Sq. | GL | 279 | 497 | | | | | | | | | | | |
| Trenton | NJ | 609 | 421 | 8999 | Hamilton Sq. | GL | 421 | 599 | 826 | | | | | | | | | | |
| Vincetown | NJ | 609 | 859 | 7999 | Hamilton Sq. | GL | 859 | | | | | | | | | | | | |
| Asbury Park | NJ | 732 | 466 | 9999 | Freehold | Uni | 466 | 663-3000:3999 | 663-5000:5999 | 663-8500:8999 | | | | | | | | | |
| Asbury Park | NJ | 732 | 869 | 8999 | New Brunswk | GL | 502 | 663-2000:2499 | 663-8000:8499 | 776 | 869 | | | | | | | | |
| Freehold | NJ | 732 | 468 | 9999 | Freehold | Uni | 294-8000:8499 | 303 | 468 | 577-2000:2499 | 761 | 866-5000:5999 | | | | | | | |
| Freehold | NJ | 732 | 409 | 8999 | New Brunswk | GL | 294-7200:7699 | 308 | 409 | 577-7500:7799 | 683 | 845 | 866-3000:3899 | | | | | | |
| Herbertsville | NJ | 732 | 206 | 5999 | New Brunswk | GL | 206 | 785 | 836 | 840 | | | | | | | | | |
| Keyport | NJ | 732 | 888 | 8999 | New Brunswk | GL | 290 | 441 | 739 | 888 | | | | | | | | | |
| Metuchen | NJ | 732 | 635 | 5999 | New Brunswk | GL | 205 | 452 | 603 | 632 | 635 | 767 | 906 | | | | | | |
| Monmouth Junction | NJ | 732 | 454 | 9999 | Freehold | Uni | 454 | | | | | | | | | | | | |
| Monmouth Junction | NJ | 732 | 329 | 5999 | New Brunswk | GL | 274 | 329 | | | | | | | | | | | |
| New Brunswick | NJ | 732 | 467 | 9999 | Freehold | Uni | 220 | 467 | 628 | 843 | 993 | | | | | | | | |
| Rahway | NJ | 732 | 459 | 9999 | Freehold | Uni | 459 | | | | | | | | | | | | |
| Red Bank | NJ | 732 | 461 | 9999 | Freehold | Uni | 461 | 224 | 758-7000:7899 | 933 | | | | | | | | | |
| Red Bank | NJ | 732 | 219 | 4999 | New Brunswk | GL | 219 | 450 | 530 | 576 | 758-8600:8899 | | | | | | | | |
| South Amboy | NJ | 732 | 464 | 9999 | Freehold | Uni | 316 | 464 | 525 | | | | | | | | | | |
| South River | NJ | 732 | 651 | 9699 | New Brunswk | GL | 390 | 432 | 613 | 651 | | | | | | | | | |
| Toms River | NJ | 732 | 472 | 9999 | Freehold | Uni | 472 | 473 | 736 | 818-5000:5999 | 914-7000:7999 | | | | | | | | |

| LOCATION | | ACCESS # | | | TERMINAL | | AVAILABLE EXCHANGES | | | | | | | | | | | | |
|------------------|----|----------|-----|------|--------------|-----|---------------------|-----|-----|-----|-----|-----|-----|--|--|--|--|--|--|
| Washington | DC | 202 | 651 | 4999 | Washington | GL | 264 | 314 | 651 | | | | | | | | | | |
| Washington | DC | 202 | 901 | 5999 | Washington | GL | 474 | 490 | 542 | 666 | 668 | 901 | | | | | | | |
| Dover | DE | 302 | 760 | 8999 | Philadelphia | GL | 677 | 735 | 760 | | | | | | | | | | |
| Georgetown | DE | 302 | 853 | 4999 | Philadelphia | GL | 853 | 854 | 855 | 856 | | | | | | | | | |
| Newark | DE | 302 | 451 | 2499 | Philadelphia | GL | 451 | 456 | | | | | | | | | | | |
| Wilmington | DE | 302 | 277 | 5000 | Philadelphia | GL | 277 | 425 | 426 | 498 | 573 | 784 | 884 | | | | | | |
| Boston | MA | 617 | 883 | 9999 | W.Orange | Uni | 883 | | | | | | | | | | | | |
| Worcester | MA | 978 | 307 | 9999 | W.Orange | Uni | 307 | | | | | | | | | | | | |
| Frederick | MD | 240 | 629 | 0999 | Washington | GL | 620 | 696 | 815 | 846 | | | | | | | | | |
| Hagerstown | MD | 240 | 420 | 9999 | Washington | GL | 714 | | | | | | | | | | | | |
| Allentown | MD | 301 | 297 | 6999 | Washington | GL | 297 | 449 | | | | | | | | | | | |
| Berwyn | MD | 301 | 489 | 9799 | Washington | GL | 313 | 397 | 486 | 489 | 614 | | | | | | | | |
| Bethesda | MD | 301 | 941 | 9699 | Washington | GL | 280 | 657 | 941 | | | | | | | | | | |
| Brandywine | MD | 301 | 782 | 5999 | Washington | GL | 782 | | | | | | | | | | | | |
| Cumberland | MD | 301 | 723 | 9999 | Washington | GL | 723 | 784 | | | | | | | | | | | |
| Damascus | MD | 301 | 253 | 8499 | Washington | GL | 253 | 391 | 414 | 482 | | | | | | | | | |
| Gaithersburg | MD | 301 | 527 | 3999 | Washington | GL | 208 | 527 | 947 | 990 | | | | | | | | | |
| Hyatsville | MD | 301 | 209 | 1999 | Washington | GL | 209 | 454 | | | | | | | | | | | |
| Lexington Park | MD | 301 | 737 | 8499 | Washington | GL | 737 | 863 | 866 | | | | | | | | | | |
| Mechanichsville | MD | 301 | 472 | 1699 | Washington | GL | 472 | 884 | | | | | | | | | | | |
| Oakland | MD | 301 | 533 | 5999 | Washington | GL | 334 | 533 | | | | | | | | | | | |
| Ridge | MD | 301 | 872 | 2999 | Washington | GL | 872 | | | | | | | | | | | | |
| Silver Spring | MD | 301 | 563 | 2999 | Washington | GL | 495 | 563 | 565 | 578 | 650 | 930 | | | | | | | |
| Waldorf | MD | 301 | 374 | 2999 | Washington | GL | 374 | 705 | 764 | | | | | | | | | | |
| Aberdeen | MD | 410 | 625 | 2337 | Baltimore | GL | 273 | 297 | | | | | | | | | | | |
| Annapolis | MD | 410 | 625 | 2337 | Baltimore | GL | 216 | 267 | 280 | 626 | | | | | | | | | |
| Baltimore | MD | 410 | 625 | 2337 | Baltimore | GL | 223 | 237 | 291 | 450 | 468 | 613 | 986 | | | | | | |
| Cambridge | MD | 410 | 901 | 5999 | Washington | GL | 221 | 901 | | | | | | | | | | | |
| Chestertown | MD | 410 | 810 | 6999 | Washington | GL | 810 | | | | | | | | | | | | |
| Columbia | MD | 410 | 625 | 2337 | Washington | GL | 715 | | | | | | | | | | | | |
| Crisfield | MD | 410 | 968 | 5999 | Washington | GL | 968 | | | | | | | | | | | | |
| Eastern Shore | MD | 410 | 210 | 0999 | Washington | GL | 210 | | | | | | | | | | | | |
| Easton | MD | 410 | 770 | 7999 | Washington | GL | 770 | 819 | | | | | | | | | | | |
| Friendship | MD | 410 | 625 | 2337 | Baltimore | GL | 684 | 691 | | | | | | | | | | | |
| North Beach | MD | 410 | 625 | 2337 | Baltimore | GL | 257 | | | | | | | | | | | | |
| Ocean City | MD | 410 | 520 | 9999 | Washington | GL | 520 | 723 | | | | | | | | | | | |
| Pocomoke | MD | 410 | 957 | 7999 | Washington | GL | 957 | | | | | | | | | | | | |
| Port Deposit | MD | 410 | 625 | 2337 | Baltimore | GL | 642 | | | | | | | | | | | | |
| Prince Frederick | MD | 410 | 625 | 2337 | Baltimore | GL | 414 | 535 | | | | | | | | | | | |
| Severna Park | MD | 410 | 625 | 2337 | Baltimore | GL | 315 | 975 | | | | | | | | | | | |
| Sudlersville | MD | 410 | 438 | 1999 | Washington | GL | 438 | | | | | | | | | | | | |

SOLICITATION INSTRUCTIONS
REV. 11/10/04

1. EXPLANATION TO BIDDERS:

Any explanation desired by a vendor regarding this solicitation/invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE DGS/DPS EVA WEB SITE WWW.EVA.VIRGINIA.GOV AND SUPPLY CHAIN MANAGEMENT (SCM) DIRECTORATE's WEB SITE AT WWW.VITA.VIRGINIA.GOV/PROCUREMENT/PROCUREMENT.CFM FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT (VPPA). Any interpretation required by the State will be in the form of an amendment to the solicitation; SEE PARAGRAPH 10 BELOW. Oral explanations or instructions given before the award of the Contract will not be binding.

2. PREPARATION OF SOLICITATION

A. Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Vendors may not submit multiple bids in a single envelope.

B. Vendors are required to enter their Federal Identification Number [FIN] in the upper right hand corner on Page 1, VITA Form 62. Failure to enter a number in the space provided or to provide a correct FIN number may delay award or result in VITA determining that the vendor is not registered to conduct business with VITA. It is the vendor's responsibility to provide the correct FIN number and to keep VITA updated as to any changes in vendor's status.

C. The bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the schedule; VITA Form 62. Where the bid form explicitly requires that the vendor bid on all items (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, vendor should insert the words "no bid" in the space provided for any item on which no price is submitted.

D. Additional bids may be submitted, when in the vendor's judgment they can provide more than one solution which meets the required specifications of the procurement. Additional bids shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. Additional bids shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the bid.

VENDORS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BID AND ANY MODIFICATION TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF THE BID.

E. Modification of bids already submitted will be considered if received at the office designated in the invitation for bids before the time set for opening of bids.

3. SUBMISSION OF BIDS

TO BE CONSIDERED, THE BID MUST BE RECEIVED AT THE ADDRESS GIVEN IN THE SOLICITATION ON OR BEFORE THE DATE AND HOUR DESIGNATED. Vendors must pay particular attention to ensure that the bid is properly addressed. The State is not responsible if the bid is not properly addressed. The State is not responsible if the bid does not reach the destination specified by the date and time identified on page 1 of the

Solicitation. Sealed bids received after the date and hour identified on page 1 of the solicitation are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed, to the address shown on page 1 of the Solicitation, and marked on the outside of the vendor's envelope as in the example below. Failure to do so may result in a premature opening of, or a failure to open, the bid.

| | | |
|-------|-----------------------|------|
| From: | Name of Vendor | |
| | Street or Box Number | |
| | City, State, Zip Code | |
| | Due Date | Time |
| | IFB No. | |

4. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

A. Any bids received at the office designated as the Issuing Office on page 1 of the Solicitation after the exact time specified for receipt will not be considered for award.

B. A bid may be amended and/or withdrawn by a vendor if the office issuing the bid receives the request in writing before the date and hour set forth in the bid form. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall normally constitute the withdrawal of any prior bid submitted by the same bidder on the same IFB.

5. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. Bids will not normally be evaluated at the bid opening meeting. All bids will be opened at the location shown on page 1 of the solicitation.

6. SOLICITATION TERMS AND CONDITIONS

The terms and conditions contained in this solicitation are considered mandatory and are the only terms and conditions governing transactions under any Contract awarded as a result of this solicitation.

If the vendor includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence to any resulting Contract.

Any other modification, addition, clarification, or change to the mandatory terms and conditions by the vendor shall cause the bid to be rejected.

7. AWARD OF CONTRACT

Bids shall be evaluated and the responsive and responsible bidder offering the lowest price will be awarded the Contract. The State reserves the right to reject any and all bids in whole or in part and to waive any informality in the bids.

8. AWARD NOTICES

Upon the completion of evaluation, the State will either post a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOIA). If a NOIA is used, the notice will be publicly posted ten days prior to the actual award date of the Contract. All award notices will be posted on the DGS/DPS eVA web site (www.eva.state.va.us) AND SCM's web site (www.vita.virginia.gov/procurement/procurement.cfm).

A NOTICE OF INTENT TO AWARD OR A NOTICE OF AWARD will be mailed to any bidder submitting a self-addressed, stamped envelope with their bid.

NOTICES OF INTENT TO AWARD OR NOTICES OF AWARD will be posted in accordance with paragraph 6.3 of the Vendor's Manual.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

9. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to the DGS/DPS eVA web site (www.eva.state.va.us) and SCM's Web site at (www.vita.virginia.gov/procurement/procurement.cfm).

If the bid opening date is extended the new date and time will be clearly shown on the face of the amendment.

Bidders will be required to sign and return a copy of the amendment with their bid to indicate that they have received the document and are aware of the changes made.

10. ANTI-COLLUSION CERTIFICATION

By Bidder's signature on the face of this bid, Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Vendor understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that he or she is authorized to sign this bid for the bidder's firm.

11. DEMONSTRATIONS

The State reserves the right to require the Bidder to demonstrate to the satisfaction of the State, that the products offered will perform in a completely acceptable manner and to meet or exceed the specifications referenced in the solicitation. The demonstration site and time is subject to agreement between the State and Bidder.

12. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with the provisions of the VPPA.

13. CONTRACT

Any Contract which is awarded as a result of this solicitation, offer and award shall be between VITA and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the Contract. All problems associated with the resulting Contract shall be brought to the attention of the VITA authorized representative.

Specifications - Any comments or questions concerning the specifications, terms and conditions or any note contained in this solicitation shall be submitted, in writing, to the issuing office (See VITA Form #62).

14. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Code of Virginia, Section 2.2-4342, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.

**CONTRACTUAL TERMS AND CONDITIONS
INVITATION FOR BID (IFB) #2004-041R**

1. SCOPE OF CONTRACT

The following paragraphs contain the contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "VITA" (Virginia Information Technologies Agency), will acquire Nationwide/Statewide paging services, hereinafter referred to as the "Services" on the behalf of Agencies, Institutions, and other public bodies as defined in §2.2-4301 of the Virginia Public Procurement Act ("VPPA"), hereinafter referred to as "Authorized User" from the Contractor identified on the Cover Page (Page 1) of the Solicitation, hereinafter referred to as "Contractor." This is firm fixed-price, requirements-type Contract. This is a firm fixed-price, requirements-type contract. VITA will issue all orders for paging services provided under this contract.

2. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

3. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bids, bidders certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

6. DEBARMENT STATUS

By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular Services purchased or acquired by the Commonwealth of Virginia under this Contract.

8. PAYMENT

a. To Prime Contractor:

1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

b. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

9. ASSIGNMENT OF CONTRACT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract shall not be assignable, in whole or in part, to any other party without the Virginia Information Technologies Agency's (VITA's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the VITA purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on VITA's "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager, VITA, or designee. Upon VITA's acknowledgment of receipt of the properly executed form, the Assignee shall notify the Controller, VITA of the assignment and shall supply the Controller, with a copy of the properly executed form. Any payments made prior to receipt of such notification and form shall not be covered by this assignment.

In the event VITA receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those

rights shall not be due until at least thirty days after VITA's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Supply Chain Management Directorate of VITA shall promptly notify the Contractor of any assignment notice it receives.

10. QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the Services and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the Contract and to provide the Services contemplated therein.

11. MODIFICATIONS

This contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the contract, the only authorized representative for the Commonwealth shall be the individual identified in the Commonwealth's Representative block on the Cover Page (Form 62 Rev 2/10/2004) of this solicitation or his duly designated alternate, and for the Contractor the person identified in the Contractor's block on the Cover Page of the solicitation or his/her duly designated alternate.

Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

12. DEFAULT

In case of failure to deliver Services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.

13. TAXES – FEDERAL, STATE AND LOCAL

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

14. SPECIFICATIONS AND USE OF BRAND NAMES

Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bids to the specific brand, make or manufacturer named. Any item which the State at its sole discretion determines to be the equal of that specified as defined in the Schedule,

will be accepted. The award will be made to the lowest responsive and responsible bidder or offeror offering the functional equivalent to the brand name described in the specification. Thus, equivalent products of other manufacturers will be considered only if proof of equivalency is contained in or accompanies the bid.

15. INSURANCE

By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Worker's Compensation - Statutory requirements and benefits.
- b. Employers Liability - \$100,000.
- c. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

16. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

17. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

18. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

19. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions, attachments, and all Services specifically listed in the Schedule, and the notes in the Schedule constitute the entire agreement between the parties with respect to the subject matter of this Contract. All prior agreements, representations, statements, negotiations and undertakings are hereby superseded with respect to Services acquired by the State under the terms and conditions of this Contract.

No other written documents regardless of form or content shall be executed by any agency or institution for Services acquired under this Contract unless signed by the Contracts Manager, VITA, or his alternate as designated by the Director, VITA.

20. BREACH

Contractor shall be deemed in breach of this Agreement if Contractor (a) fails to make any Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for Warranty maintenance or other required Service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a "Show Cause" Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's "Show Cause" Notice within ten (10) days after receiving same.

Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

21. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any commitment made by the Contractor within the scope of this Contract shall be binding upon Contractor. For the purposes of this Contract, a commitment by the Contractor includes:

- b. Prices and options committed to remain in force over a specified period(s) of time;

- c. Any written warranty or representation made by the Contractor in this solicitation as to hardware or software performance, or other physical design or functional characteristics of that which is offered.

22. SERVICE COMMENCEMENT DATE

- a. The Contractor shall begin delivery of paging Services identified in the Schedule within fifteen (15) days from receipt of the fully executed Contract (IFB 2004-041R) signed by an authorized representative of VITA. The commencement of services shall require the Contractor to deliver pagers/paging services to Authorized Users upon receipt of individual Telecommunications Services Orders (TSOs) executed by VITA Ordering Officers.
- b. Any amendment by the State to this Contract or any part thereof, may require the establishment of a new mutually agreed to Service commencement date. The State may delay the Service commencement date by notifying the Contractor at least five (5) days before the scheduled Service commencement date.
- c. If Services are not delivered within the time specified in the Schedule, the State reserves the right to cancel the award of this Contract (or any TSO issued under this Contract) and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder.
- d. Neither the Contractor nor the State shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

23. TELECOMMUNICATIONS SERVICE ORDERS (TSOs)

VITA retains the exclusive authority to order all Services delineated herein. The Commonwealth will issue a Telecommunications Services Order (TSO) to the Contractor for Services identified herein. To be valid, the TSO must cite the Contract Number identified in the upper left hand corner of VITA form 62 (Rev 2/10/2004), and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The TSO must identify the Service(s) to be acquired, the price for each Service and the required Service Commencement Date for each Service.

Upon receipt of a TSO via either regular mail, facsimile, or electronically, the Contractor shall acknowledge receipt of the Order within twenty-four (24) hours; the Contractor shall process the TSO and return an Order confirmation identifying the following information:

- a. Verification that the TSO is technically correct;
- b. Date Services will commence;
- c. Verification of the charge for each item (Service) to be provided, and;
- d. Other applicable administrative information necessary to deliver the Services requested on the TSO.

A copy of VITA's standard TSO is attached to this solicitation as "Attachment A".

24. ORDERING OFFICER(S)

The authorized Ordering Officers appointed by VITA and assigned to this Contract are identified below. Notwithstanding anything to the contrary, the Commonwealth will make payment only against the base Contract and other valid TSO(s) executed by the Ordering Officers listed below.

ALTERNATE ORDERING OFFICER

Mr. Phil Johnson
VITA
110 South 7th Street
Richmond, VA 23219
Phone (804) 371-8537
phil.johnson@vita.virginia.gov

PRIMARY ORDERING OFFICER

Mr. Donald Spangler
VITA
110 South 7th Street
Richmond, VA 23219
Phone (804) 371-8538
don.spangler@vita.virginia.gov

The Ordering Officer(s) authority is limited to ordering the Services as identified in the Schedule herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services not set forth in the Schedule herein or to change or modify any prices, terms and/or conditions agreed upon by the parties hereto.

25. SERVICES

During the term of this Contract, the Contractor is not authorized to substitute any Service identified in the Schedule without the written permission of the Director, Supply Chain Management Directorate, VITA. Violation of this condition shall be considered grounds for termination of the Contract.

26. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the

Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above.

27. NON-APPROPRIATION

All funds for payment of Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the Services listed under this Contract, the Commonwealth will terminate this Contract, or any individual TSO, for those Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for Services dependent on such federal funds without further obligation.

28. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

29. PRICE PROTECTION/ADJUSTMENTS

The State will not pay any additional costs above those costs provided for in the Schedule identified herein. In no event may the amount of any Contract, without adequate consideration, be increased for any purpose.

Any price decrease effectuated during the Contract period by reason of market change shall be passed on to the Commonwealth of Virginia. This decrease will be effective on the date the price decrease is announced to the general public.

30. TERM

The term of this Contract shall be for a period of two (2) years from the date of award. The Commonwealth at its sole option may extend the term of this Contract, at the prices quoted or less, for up to five (5) additional one (1) year periods. The Contractor shall be given thirty (30) days notice of the Commonwealth's intention to extend the term for such additional periods.

31. TERMINATION FOR CONVENIENCE

The Virginia Information Technologies Agency (VITA), may at its sole option and discretion, cancel all or any portion of the Services set forth in this Contract at any time such action is deemed to be in the best interest of the Commonwealth of Virginia.

The Contractor shall be given thirty (30) days written notice of any such request for termination.

By execution of this Agreement, Contractor agrees that in the event of termination for convenience, there shall be no termination costs or charges due.

32. TERMINATION OF INDIVIDUAL TSO

Any individual TSO under this Agreement may be terminated, in whole or in part, by the Commonwealth for its convenience, at any time by thirty (30) days written notice to the Contractor. There are no other costs or obligations for termination for convenience, i.e. circuit or service life. The Commonwealth shall be responsible for any costs solely associated with circuit or service de-installation.

33. CONTRACTUAL RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement.

34. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

35. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All Services (each installation) are subject to inspection and testing by the State to ensure Services delivered are in accordance with all requirements delineated herein and in the attached Schedule, and any which do not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given seventy-two (72) hours from the completion of installation by the Contractor to test, evaluate and accept the Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration of the seventy-two (72) hour period). If the Contractor's Services fail to meet the Contract specifications or other requirements, or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the Contractor. Such rejection will terminate the individual TSO issued under this Contract, and at the sole option of the State, the Contract. Such termination shall exempt the State from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of making payment for Services delivered, however, acceptance by the State following testing and evaluation during the seventy-two (72) hour period shall not be conclusive that the Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

36. INVOICES

All invoices shall be rendered promptly after all Services covered by the invoice have been accepted. All payments under this Agreement shall be monthly in arrears. No invoice may include any costs other than those identified in the Schedule or the individual TSO referencing this Contract. Invoices shall provide at a minimum:

1. Type and description of the Service;
2. Charge for each item;
3. This Contract Number/TSO Number, and;
4. Contractor's Federal Identification Number (FIN);

37. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Agreement, (a) the Contractor shall fail to deliver the Services required by this Contract or (b) the Contractor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract or (c) the Contractor shall breach any of the other terms set forth within this agreement or (d) the Contractor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the Contractor ten (10) days to cure the failure/nonperformance. If the Contractor fails to answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the agreement for Default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this Agreement.

38. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the items set forth in the Schedule, the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by State is sent or given, State may immediately procure the items from another source. Once State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back Contractor, in which case Contractor agrees to reimburse State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source. In no event shall State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this agreement and the laws of the Commonwealth of Virginia.

39. Alternative Dispute

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the VITA no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to VITA at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VITA shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

Contractor agrees to submit any and all contractual disputes arising from this contract to VITA's alternative dispute resolution procedures. Contractor may invoke VITA's alternative dispute resolution procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

40. CREDITS

Any credits due the State under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

41. PRIORITY OF SERVICE (DELIVERY)

The Commonwealth of Virginia requires that Contractor provide delivery equal to or better than that provided its commercial and retail customers. Contractors who fail to comply with this provision are advised that such action shall be considered grounds for termination of this Agreement. Contractors whose agreements are terminated for such action may be placed on VITA's list of Debarred/Ineligible bidders in accordance with Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.

ATTACHMENT "A"

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)
110 SOUTH 7TH STREET, RICHMOND, VA 23219
TELECOMMUNICATIONS SERVICE ORDER

* VITA ORDER NO.: PROJECT: *
* ACCOUNT NO.: REQUESTED DUE DATE: *
* VITA CONTACT: *
* TELEPHONE: *
* COPY TO: *
* *
* VITA APPROVAL: _____ DATE: _____ *

ACTIVITY CODE: AGENCY LOG NO:
AGENCY:
COORDINATOR:
ADDRESS:
CITY:
STATE: ZIP:
TELEPHONE:

* VENDOR: *
* ADDRESS: *
* CITY: *
* STATE: ZIP: *
* REMARKS TO VENDOR: *
* *
* ATTENTION: *
* *
* *
* *
* *
* SERVICE REP: _____ *
* *
* TELEPHONE: _____ DUE DATE: _____ *
* *
* S.O. NOS: _____ *
* *
* REMARKS FROM VENDOR: *
* _____ *
* _____ *
* _____ *
* _____ *
* _____ *

SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE: 1 OF x